

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **NORMAN HOWE**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

- and -

**NORMAN HOWE**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two thousand two hundred eighty seven dollars and forty four cents (\$2287.44).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 102, 42 Con Road, Yellowknife, NT shall be terminated on July 31, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of July,  
2006.

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Hal Logsdon  
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**NORMAN HOWE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 6, 2006

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Trena Scott, representing the applicant (by telephone)

**Date of Decision:** July 6, 2006

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the arrears were paid by July 31, 2006.

The applicant provided a copy of the tenant ledger which indicated a balance owing in the amount of \$2287.44. The amount included outstanding rent of \$2237.44 and a \$50 charge for replacement keys. The ledger indicates that no rent has been paid by the respondent since May 19, 2006.

I find the ledger in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$2287.44. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2287.44 and terminating the tenancy agreement on July 31, 2006 unless that amount is paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer